



## AGENDA REPORT

**Meeting Date:** October 18, 2011  
**Item Number:** H-16  
**To:** Honorable Mayor & City Council  
**From:** Cheryl Friedling, Deputy City Manager for Public Affairs  
**Subject:** AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ARNIE BERGHOFF & ASSOCIATES FOR REPRESENTATION AND PUBLIC AFFAIRS SERVICES  
**Attachments:** 1. Agreement

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### RECOMMENDATION

That the City Council provide direction to the City Manager to enter into a six-month contract extension with Arnie Berghoff & Associates for representation, advocacy, and public media relations relating to the Westside Subway Extension and Department of Water & Power's "Orange Grove" property.

### INTRODUCTION

The City has a current contract with the Los Angeles-based public affairs firm Arnie Berghoff & Associates to promote the City's position on two issues of key interest to the City:

- 1) Engaging with the Los Angeles Metropolitan Transportation Agency (MTA), Los Angeles Board of Supervisors, regional organizations and the City's technical consultants regarding route ("alignment") issues, staging, scheduling and other matters regarding the Westside Subway Extension, and
- 2) Engaging with the City of Los Angeles' Department of Water and Power (DWP) regarding the Lower Franklin Canyon Reservoir property ('Orange Groves') to acquire or convert this to community parkland on behalf of the residents of both Beverly Hills and Los Angeles.

**DISCUSSION**

The MTA continues to move forward on several critical areas regarding the Westside Subway Extension, including an imminent release of the Final Environmental Impact Study Report and continuing dialogue relating to tunnel alignment options, construction and scheduling. Key decisions will be brought before the MTA and Los Angeles County Board of Supervisors in the next six months which will have a significant impact on the Beverly Hills community.

Simultaneously, the Los Angeles Department of Water and Power (DWP) has undergone several restructurings or management transitions. During the past few months, efforts have taken place to promote the City's interest to purchase or secure long-term access to the "Orange Grove" property owned by DWP to increase parkland availability for residents of Beverly Hills and Los Angeles.

**FISCAL IMPACT**

A contract amendment between the City and Arnie Berghoff & Associates would require a six-month commitment at a monthly retainer fee of \$12,500 per month, for a six-month total of \$75,000. Funds for this initiative will be paid out of the remaining Fiscal Year 2010-11 fund balance.

This amount reflects an additional \$5,000 per month to incorporate a public relations component which will provide a media strategy for the City on these two critical issues.

  
\_\_\_\_\_  
Scott G. Miller  
Finance Approval

Cheryl Friedling   
\_\_\_\_\_  
Approved By

# **Attachment 1**

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF  
BEVERLY HILLS AND ARNIE BERGHOFF & ASSOCIATES FOR  
REPRESENTATION AND PUBLIC AFFAIRS SERVICES

NAME OF CONTRACTOR: Arnie Berghoff & Associates

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Arnie Berghoff, Principal

CONTRACTOR'S ADDRESS: 801 S. Figueroa Street, Suite 1050  
Los Angeles, CA 90017  
Attention: Arnie Berghoff, Principal

CITY'S ADDRESS: City of Beverly Hills  
455 North Rexford Drive  
Beverly Hills, CA 90210  
Attention: Jeffrey Kolin, City Manager

COMMENCEMENT DATE: May 1, 2011

TERMINATION DATE: April 30, 2012

CONSIDERATION: Original Agreement: Not to exceed \$45,000.00, based  
on the rates set forth in Exhibit B;

Amendment No. 1: Not to exceed \$75,000.00 based  
on the rates set forth in Exhibit B; Reimbursable  
expenses not to exceed \$5,000 as described in Exhibit  
B

Total for Original Agreement and Amendment No. 1:  
Not to exceed \$125,000.00

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ARNIE BERGHOFF & ASSOCIATES FOR REPRESENTATION AND PUBLIC AFFAIRS SERVICES

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Arnie Berghoff & Associates (hereinafter called "CONTRACTOR") dated April 21, 2011 and identified as Contract No. 136-11 ("Agreement").

RECITALS

A. CITY entered into a written Agreement, dated April 21, 2011 for representation and public affairs services.

B. CITY desires to amend the Agreement to extend the term of the Agreement, increase the Scope of Work and increase the Consideration for the additional services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Termination Date shall be amended as set forth above.

Section 2. The Consideration shall be amended as set forth above.

Section 3. Exhibit A, the Scope of Services, shall be amended as attached hereto and incorporated herein.

Section 4. Exhibit B, Schedule of Payment and Rates, shall be amended as attached hereto and incorporated herein.

Section 5. Except as specifically amended by this Amendment No. 1, the Agreement dated April 21, 2011 and identified as Contract No. 136-11 shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 201\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

\_\_\_\_\_  
BYRON POPE (SEAL)  
City Clerk

[Signatures continue]

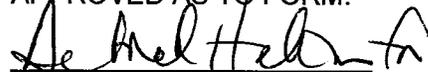
CONTRACTOR: ARNIE BERGHOFF &  
ASSOCIATES

A handwritten signature in black ink, consisting of several overlapping loops and a final flourish, positioned above a horizontal line.

\_\_\_\_\_  
ARNIE BERGHOFF  
Principal

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

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JEFFREY KOLIN  
City Manager



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CHERYL FRIEDLING  
Deputy City Manager/Public Affairs



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KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF WORK

Contractor shall perform the following services with direction from CITY staff:

Conduct research, develop key messages and media strategies, and advocate aggressively to achieve the CITY's goals on two major priority issues as follows:

- 1) **Westside Subway Extension** ("Subway") – Aggressively promote the CITY's position regarding the Metropolitan Transportation Agency's (Metro) deliberations and discussions regarding the route, scheduling, staging and construction of MTA's proposed Westside Subway Extension.

Specifically, the CONTRACTOR shall provide or engage in the following:

- i) Develop a strategic plan to achieve the CITY's objectives regarding the Westside Subway Extension;
- ii) Coordinate efforts with CITY's contracted geotechnical and peer review consultants to evaluate Metro data. Provide information, analysis and advice as related to these efforts;
- iii) Coordinate efforts with CITY staff and/or its consultants regarding technical issues, ridership forecasts and cost savings estimates. Provide information, analysis and advice as related to these efforts;
- iv) Conduct meetings with Metro officials to promote CITY's position on the Subway.
- v) Develop appropriate partnering relationships with like-minded organizations which share the CITY's position; and
- vi) Provide a media strategy, key messages and outreach tools for elected officials as related to this issue.

2) **Department of Water & Power - 'Orange Grove' Property** - Promote CITY's interest in acquiring (through lease, purchase or alternative method) additional open space in the Lower Franklin Canyon area in the City of Los Angeles. Specifically focus on efforts to acquire "Orange Grove" property as a passive recreation area to be jointly shared by residents of both Beverly Hills and Los Angeles.

Specifically, the CONTRACTOR shall provide or engage in the following:

- i) Develop a strategic plan to achieve the CITY's objectives in finalizing negotiations with Department of Water & Power ("DWP") and the City of Los Angeles;
- ii) Conduct meetings with key DWP, CITY and environmental officials to promote the CITY's objectives;
- iii) Develop appropriate partnering relationships with like-minded agencies and organizations which share CITY's objectives of preserving and enhancing open space and passive recreation areas in Franklin Canyon; and
- iv) Coordinate efforts with CITY and geotechnical consultants to effectively appraise the property, develop a conversion plan, embark on neighborhood outreach meetings, and craft a media strategy, key messages and outreach tools related to this issue;

CONTRACTOR shall provide monthly updates to CITY staff regarding the services provided under the Agreement.

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

Rates: CITY shall pay CONTRACTOR a fee for the satisfactory performance of the Scope of Work in the amount of Seven Thousand Five Hundred Dollars (\$7,500) per month, payable in six (6) monthly installments for the months of May 2011 through October 2011 and Twelve Thousand Five Hundred Dollars (\$12,500) per month, payable in six (6) monthly installments for the months of November, 2011 through April, 2012.

CITY shall reimburse CONTRACTOR for expenses reasonably incurred in the performance of the Agreement at cost and including, without limitation: airfare, hotel, car rental, mileage for local travel and meeting supplies.

Schedule of Payment: CONTRACTOR shall submit an itemized statement to CITY for its services performed in the prior month, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of same.